

RESOLUTION NO. 2012 - 32

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FROM BENNETT FIRE PRODUCTS COMPANY, INC AT A COST NOT TO EXCEED \$17,406; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") Fire Department is in need of eight (8) new personal protective equipment (trousers and jackets) to replace existing equipment that has reached or is approaching its maximum useful life (the "Equipment"); and

WHEREAS, the Village may, pursuant to Section 2-86 of the Village Code of Ordinances (the "Village Code"), enter into bids or contracts entered into by another governmental authority, provided that the governmental authority has gone through a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Council desires to purchase the Equipment based upon the Lake County, Florida Bid # 12-0806 (the "Lake County Bid"), which was awarded on June 12, 2012; and

WHEREAS, Bennett Fire Products Company, Inc. (the "Bennett") was one of the vendors awarded by the Lake County Bid; and

WHEREAS, the Village Council authorizes the Village Manager to negotiate and purchase the Equipment from Bennett with terms that are the same or better than the Lake County Bid and at a cost not to exceed \$17,406; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF
THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

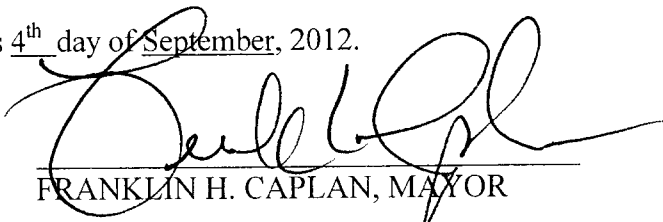
Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Waiver of Competitive Bidding. The Village Council, in accordance with Section 2-86 of the Village Code, hereby waives competitive bidding based upon the Lake County Bid.


Section 3. Authorization. The Village Council hereby authorizes the Village Manager to negotiate and purchase the Equipment from Bennett at a cost not to exceed \$17,406. The terms of the purchase of the Equipment shall be the same or better than what is provided in the Lake County Bid, which is attached as Exhibit "A."

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 4th day of September, 2012.


FRANKLIN H. CAPLAN, MAYOR

ATTEST:


JENNIFER DUQUE for
CONCHITA H. ALVAREZ, MMC
VILLAGE CLERK



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

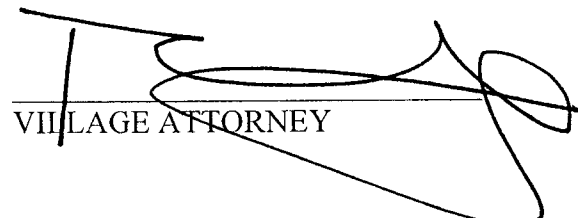

VILLAGE ATTORNEY

EXHIBIT "A"



CONTRACT NO. 12-0806B

For Fire Equipment and Supplies

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply Fire Equipment and Supplies to the County pursuant to County Proposal Number **12-0806** (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 17, 2012 ITB response thereto with all County ITB provisions governing.

Special Clauses:

Public Records

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

Prohibition against Contingent Fees

The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from June 12, 2012 through June 30, 2013 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Proposal.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Roseann Johnson*
Senior Contracting Officer

Date: *June 12, 2012*

Distribution: Original-Bid File
Copy-Contractor
Copy-Public Safety

"Earning Community Confidence through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 416
Ph (352) 343-9839

P.O. Box 7800
Fax (352) 343-9473



LAKE COUNTY FLORIDA

ORIGINAL

INVITATION TO BID (ITB) FIRE EQUIPMENT AND SUPPLIES

ITB Number: 12-0806 Contracting Officer: Roseann Johnson
Bid Due Date: March 21, 2012 Pre-Bid Conf. Date: Not applicable
Bid Due Time: 3:00 pm ITB Issue Date: February 16, 2012

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not Interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Bennett Fire Products Phone Number: 800 991-0520
E-mail Address: Company, Inc Contact Person: Danny Bennett
bennettfire@att.net

ITB TITLE: FIRE EQUIPMENT & SUPPLIES**NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I
The bidder must list below the dates of issue for each addendum received in connection with this ITB:
Addendum #1, Dated: _____
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II
<input checked="" type="checkbox"/> No Addendum was received in connection with this ITB.